

***Request for Proposal***

**532-8807**

**THREE-YEAR CONTRACT FOR PURCHASE OF NON-PUBLIC SAFETY  
RADIOS**

**Opens: March 7, 2003  
2:00 p.m.**



*Venice of America*

**City of Fort Lauderdale**

***Issued for ADMINISTRATIVE SERVICES/TELECOMMUNICATIONS  
By the Procurement & Materials Management Division***

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**(954) 828-5140**

# RFP No. 532-8807 – 3 YR CONTRACT FOR PURCHASE OF NON-PUBLIC SAFETY RADIOS

## RFP NO. 532-8807 3-YR CONTRACT FOR PURCHASE OF NPS RADIOS

### GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

#### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

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Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

### 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

## **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

## **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged

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to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

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- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change.

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Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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## **PART I - INTRODUCTION/INFORMATION**

### **01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide non-public safety portable radios for citywide use under the centralized administration of the Administrative Services Department, Information Systems Telecommunications Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### **02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this RFP, contact the Procurement Specialist, Linda Wilson at (954) 828-5146. For information concerning the technical specifications or scope of services, contact Assistant Telecommunications Manager, Gary Gray, at (954) 828-5762. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

#### **02.1. Last Date For Receipt of Material Questions:**

The last date for receipt of all questions of a material nature is shown in the RFP schedule of this document. It is preferred that all questions be submitted in writing prior to the date and time shown. All questions should be mailed or faxed to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 or by e-mail to: [lindaw@ci.ftlaud.fl.us](mailto:lindaw@ci.ftlaud.fl.us). The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

**PROPOSERS PLEASE NOTE: NO PART OF YOUR PROPOSAL CAN BE SUBMITTED VIA FAX.** The entire proposal must be submitted in accordance with the **Instructions To Proposers** contained in this RFP

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the services requested.

### **03. ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size and complexity to the City of Fort Lauderdale and in compliance with the Qualifications section of Part III, Scope of Services.

### **04. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

If a proposer is considered for award, he/she may be asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

4.1. Certification by Broward County, Florida: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the general Conditions, then said

**awarded contractor/vendor will apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity.**

Contractor/vendor will provide documentation of application status, and once approved or disapproved by Broward County, will also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.**

See General Conditions, Section 1.08 for MBE and WBE definitions.

**PART II - RFP SCHEDULE**

**\*\*TENTATIVE\*\***

Release of the RFP/Notice of Availability	2/11/2003
Last Date for Receipt of Questions of a Material Nature	<b>2/19/2003 5:00 PM</b>
Addendum Release (If required)	2/21/2003
<b>PROPOSAL DUE (Prior to 2:00 PM)</b> <b>NOTE: Evaluation Committee Preliminary Review of Proposals immediately following opening. – Instructional only</b>	<b>3/7/2003</b>
Evaluation Committee Review and Short Listing of Proposals, if required	<b>Week of 3/17/2003 TBA</b>
Oral Interviews with Finalists and Selection of First Ranked Proposer, if needed	<b>Week of 3/24/2003 TBA</b>
City Commission Award of Contract (anticipated)	4/15/2003
<b>ANTICIPATED CONTRACT START DATE:</b>	<b>4/21/2003</b>

### **PART III - SPECIAL CONDITIONS**

#### **01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 7/01 are included and made a part of this RFP.

#### **02. VARIANCES**

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

#### **03. NEWS RELEASES/PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

#### **04. RFP DOCUMENTS**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

#### **05. PROPOSERS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

#### **06. RULES AND PROPOSALS**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

#### **07. CONFIDENTIAL INFORMATION**

Florida law provides that municipal records shall at all times be open for personal inspection by any person. (Section 119.01, F.S., The Public Records Law.) Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first.

However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

#### **08. PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

#### **09. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features, which are desired by the City. The City is receptive to any product, which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

#### **10. CONTRACT PERIOD**

The initial contract term shall commence upon final execution of the contract by the City and shall be for a **three (3) year period. The City reserves the right to extend the contract for up to three (3), additional one-year extension terms** providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

#### **11. INVOICES/PAYMENT**

The City **will accept invoices no more frequently than once per month.** Each invoice shall fully detail all costs and, if applicable, shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

#### **12. CONTRACT COST ADJUSTMENTS:**

The **costs as proposed and accepted by the City shall be firm for not less than the first year of the initial three-year contract term.** Thereafter, any cost adjustments that may be approved by the City shall be subject to the following: Costs for the second two years of the initial contract term, and any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. **Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, but not exceed five percent (5%), whichever is lower.**

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 120 days prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date of the current contract year.

**13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the City's Administrative Services Department, the City may require similar work for other City departments. Contractor agrees to take on perform such services as may be required under the same contract provisions, unless such work would not be considered reasonable or become an undue burden to the Contractor.

**14. DELETION OR MODIFICATION OF SERVICES:**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

**15. ADDITIONAL ITEMS/SERVICES**

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors.

**16. WARRANTIES OF USAGE**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**17. SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications. All replacement personnel qualifications are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**18. SUBCONTRACTING**

In the event subcontracting is permitted, the Proposer shall include all details regarding any sub-contractor in the RFP response, including credentials to support the experience and ability

of the sub-contractor to perform the services outlined within the RFP specifications. The City reserves the right to accept or reject any proposed sub-contractor who does not meet the RFP requirements. If during the Contract term any subsequent subcontractor candidate shall be proposed, the sub-contractor candidate shall be promptly reported to the City with enough detail to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

#### **19. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **20. INSURANCE:**

The Contractor shall carry at all times the following insurance coverage:

- Worker's Compensation & Employer's Liability Insurance  
Limits: Worker's Compensation for all Contractor employees.  
Employer's Liability in the amount of \$100,000
- Commercial General Liability Insurance  
Limits: Combined single Limit Bodily Injury/Property Damage with minimum limits of \$500,000.
- Automobile Liability Insurance  
Limits: Bodily Injury - \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence

**The City shall be named as an additional insured for Commercial General Liability, only. All original certificates of insurance must be submitted to the Procurement Division and be approved by the City's Risk Manager prior to commencement of any work.**

#### **21. INDEMNITY/HOLD HARMLESS AGREEMENT**

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

#### **22. RECORDS, AUDITS**

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records

and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

**23. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.



## PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### SCOPE OF SERVICES/SmartNet II Trunking Portable and Mobile Radios:

The City desires to initiate a contract for the purchase and maintenance of SmartNet II Portable and Mobile radios for use by our Public Service Groups. These radios typically are not required to meet High-Tier Public Safety specifications, however durability and ruggedness are important. In addition to the “full feature” portable we are also looking for a quantity of approximately 20 “limited feature” portables that have a minimum of controls and buttons. These would be used in a very limited application that would not require Private Call, Call Alert or Telephone Interconnect features but does require a high level of protection from weather elements such as salt spray and sand.

### The City anticipates purchasing 500 radios over the course of the next THREE (3) years.

These are to replace radios that can no longer be repaired or that have been lost. Generally the purchases will be made in small quantities. Each individual Department funds their own purchases as they require the units. There is no guarantee that all 500 radios will be purchased or when the purchases will be made.

Radios shall have the capability to be programmed by the City’s technical staff or City designated contractors. Any required programming equipment and/or software shall be described and quoted as a line item. Include specifications for the PC required to run the programming application. If the radio firmware would undergo upgrades for any reason that would require the City to purchase new programming software, please include those costs for the anticipated 7 year portable and 10 year mobile lifespan as a separate line item and indicate how frequently the programming software will require upgrading.

### SPECIFICATIONS

The following specifications are minimum desired performance specifications. Radios must meet or exceed these specifications in order to qualify. Exceptions may be considered on a case-by-case basis. Provide manufacturers’ specification sheet and catalog sheet with your response.

#### GENERAL

Smartnet II firmware and operation

Frequency Stability  $\pm 1.5\text{ppm}$

MIL STD 810 C/D/E specifications for shock, vibration, rain, humidity and salt fog

#### TRANSMITTER

Transmit Range 806-824MHz and 851-869MHz

RF power 3 Watts – Portable, 15 Watts – Mobile

Audio Distortion <5%

Audio Response (1000Hz Ref) +1, -3dB from 6dB/octive de-emphasis per TIA standard

#### RECEIVER

Receive Range 851 MHz – 869MHz

Receive sensitivity 12dB SINAD <0.36uV

Selectivity -65dB

Spurious & Image Rejection -65dB

Intermodulation -65dB

Audio Output Power >500mW

Audio Distortion <5%

Audio Response (1000Hz Ref)

+1, -3dB from 6dB/octave de-emphasis per TIA standard

Each radio shall have the ability to operate on a SmartZone system while utilizing SmartNet firmware and features. Currently the City operates a SmartNet II simulcast radio system. In the near future the City will be joining the County as a hub on their countywide SmartZone system. Once this change is made, the radios must continue to provide SmartNet II functionality while complying with the control channel operating parameters utilized by SmartZone.

**This is a critical issue and failure to provide certification from the product Manufacturer that the products offered will continue to function using SmartNet features and firmware while on a SmartZone system will result in disqualification of your bid.**

We are not looking for SmartZone feature radios with this bid, however the ability to upgrade the radio firmware to operate with SmartZone features would be considered as a benefit.

### **DESIRED FEATURES**

Minimum of 80 Trunked talkgroups  
Minimum of 10 Conventional Channels  
Technician programmable 8 character alphanumeric display  
Programmable Time-Out-Timer  
Talkgroup Scan  
Conventional Scan  
Telephone interconnect – Dial from 12 button keypad  
Dynamic Regroup  
Selective Inhibit  
Private Call  
Call Alert  
Emergency Button  
Failsoft programmable on a per-talkgroup basis  
Display shall have a backlight

The Limited Feature Portable shall meet all of the specifications and provide the features specified with the exception of Telephone Interconnect, Private Call and Call Alert. This model shall have a minimum of buttons and controls to reduce intrusion of foreign matter into the radio. It is intended to be used on the beach in sand and salt spray.

### **ACCESSORIES**

A full line of accessories shall be quoted. For the portables this will include batteries, antennas, belt clips, carry cases, chargers, vehicular power cords and speaker/microphones. Mobile accessories shall include a ¼ wave roof mount antenna compatible with the Motorola NMO series of mounts and whips complete with connector, mounting brackets, power cables, speaker and microphone. Any other accessory items that you feel may be of value to the City may be quoted as an optional item.

### **SERVICE AND MAINTENANCE**

Proposers shall provide the cost to service the radios on a monthly basis for the lifespan identified per model. This shall include factory level repairs and any associated costs to transport the radios to and from the service facility. These costs will not be paid in advance unless part of an optional manufacturer's Extended Warranty program.

### PRICING BREAKDOWN

- Proposers shall provide **a total firm, fixed cost to the City based on the portable as a package**, consisting of the radio, antenna, belt clip, battery and charger. Shipping charges and optional Extended Warranty costs shall be itemized as separate line items.
- **Accessory items:** These include speaker/microphone, carry case, belt clip, charger, battery, antenna vehicular power adaptor and any other accessory items you feel would be of benefit to the City.
- Proposers shall provide **a total firm, fixed cost to the City based on the mobile as a package consisting of the radio w/speaker, mounting bracket with hardware, power cable, ¼ wave NMO style antenna with cable, mount and connector, microphone and microphone hang up clip**. Shipping charges and optional Extended Warranty costs shall be itemized as separate line items.
- **Accessory items:** These include external (to the radio, not the vehicle) speaker, mounting brackets, mounting hardware, power cable, microphone and microphone hang up clip. Any other accessories that may benefit the City may be included in this list.
- Proposers shall provide **a firm, fixed total cost to the City to maintain each model radio separately. This should be a monthly figure and include all costs associated with delivery of the radio to and from the service facility**. The City desires a maximum of 5-day turn around time for repairs.

## PART V – EVALUATION AND AWARD PROCEDURES

All proposals that are complete and meet the requirement for both product and support services will be evaluated for compliance with the technical requirements and desired features. Each proposal will be evaluated on a “total cost of ownership” (TCO) basis as well as features, available maintenance support and previous experiences with proposed manufacturers’ products. Total cost of ownership is more fully explained in the Response to RFP Section. The basic assumptions are that the portable radio will last for 7 years and the mobile will last for 10 years. This does not factor technology obsolescence into the equation. During this time we anticipate the portable radio will require 5 batteries, 4 antennas and 5 belt clips. Mobiles will be installed 3 times requiring replacement wiring for the second and third installs and the bracket in the second install. It is anticipated that the mobile microphones will be replaced 4 times. Award of the contract will be based on certain objective and subjective considerations listed in this section.

Evaluation points will be assigned for each category according to this table.

Total Cost of Ownership	30 points
Features	15 points
References:	
City’s Previous Experience With Proposed Products	10 points
Other Client References	15 points
Support Services	
Response Time to Initial Call	5 points
Repair Turnaround Time	10 points
General Issues	10 points
<b>TOTAL POINTS</b>	<b>100 points</b>

[An evaluation committee of qualified City Staff, and other persons selected by the City, will conduct the evaluation of proposals.](#) The committee will evaluate all responsive proposals based on the information and references contained in the proposal as submitted. The committee will score and rank all responsive proposals and determine a short list of a minimum of three (3) proposers, if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received.

The City may require additional information and Proposers agree to furnish such information in a timely manner upon request. The City may also require visits to Proposer’s facility and to customer installations, as part of the evaluation process. All information provided by Proposers, including client references, will be considered in the evaluation process. **Proposers or Finalists may be required to provide an oral presentation by appearing before then Evaluation Committee or by conference telephone call for clarification purposes only**, and the Committee may then re-score and re-rank the finalist’s proposals based on consideration of all the information received. The first ranked proposer resulting from this process will be recommended for a contract award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in it's opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the RFP process.

## **PART VI - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If a proposer to respond to a requirement supplies publications, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 PM on the date specified in the RFP SCHEDULE section of this document.**

**A representative who is authorized to contractually bind the Contractor shall sign the proposal.**

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS EIGHT (8) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

**THE ABOVE REQUIREMENT TOTALS NINE (9) COPIES OF YOUR PROPOSAL**

**PROPOSAL PAGES ARE AS FOLLOWS:**

Proposal Pages - Signature Page

Proposal Pages - Financial Proposal

Proposal Pages - Technical Proposal

Questionnaire

Attachments to your Proposal

**PROPOSAL SIGNATURE PAGE**

**TO: The City of Fort Lauderdale**

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name  
(printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal  
Registered) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_ T

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**M/WBE CERTIFICATION: If your company is a certified Minority or Woman Owned Business, please indicate below:**

**YES:** \_\_\_\_\_ **NO:** \_\_\_\_\_

**If YES, please include a copy of your M/WBE certification with your RFP response.**

**Included? \_\_\_\_\_ YES \_\_\_\_\_ NO**

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in his proposal:

**Addendum No.    Date Issued**

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: \_\_\_\_\_

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### REFERENCES

Provide a list of 5 customer references similar in size and complexity to the City of Fort Lauderdale. Referenced customers must utilize the proposed products on a multiple site simulcast Motorola SmartNet or SmartZone radio system in the 800 MHz frequency band. The list is to include their company name, contact person and phone number. Provide a brief summary of the products and services that you have provided.

	Agency Name	Address	Contact Person	Phone
1				
2				
3				
4				
5				

Services and products provided to each above named agency (1-5):

1) \_\_\_\_\_

- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

### ESCALATION AND CONTACT LIST

Provide separate contact/escalation lists for both the manufacturer of the proposed products and for the service agency. Each list shall extend from the City's primary contact to the President of the Company. Please insure that those with responsibility for Quality Issues are included on the list. The list shall contain the name, title, phone number, e-mail address and U.S. Postal Service address for each person. Failure to provide contact and escalation lists will result in lower scores in the evaluation process.

### ESCALLATION LISTS

If more space is required, attach additional pages as needed.

Product Manufacturer:

NAME	TITLE	PHONE	E-MAIL	POSTAL ADDRESS





**RESPONSE TO RFP**

**MAINTENANCE PROPOSAL – SUPPORT SERVICES**

Describe in detail your proposal to maintain the equipment offered in your proposal. Additional existing equipment may also be included as part of the overall maintenance package. (Subject to further negotiation.) You may attach additional pages as required.

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**RESPONSE TIMES**

Please indicate the amount of time required to respond to a request for service.

\_\_\_\_\_Hours

Please provide your guaranteed turn around repair time.

\_\_\_\_\_Days

Please provide your average turn around time for the six-month period from July 2002 through December 2002.

\_\_\_\_\_Days

Please provide your maximum turn around time for the six-month period from July 2002 through December 2002.

\_\_\_\_\_Days

**QUESTIONS**

- 1) Can your proposed maintenance solution meet the 5-day turn around time for repairs?  
YES NO (Circle one)

2) Is it possible that your proposed product would receive firmware or other upgrades during the maintenance process?

YES NO (Circle one)

3) If the answer to question 2 is yes, would the upgrades to the radio require the City to obtain upgraded programming software? The timeframe is 7 years for portables and 10 years for the mobiles.

YES NO (Circle one)

3) If the answer to question 2 is “yes”, what is the anticipated cost of the software over the projected life of the radios?

\$\_\_\_\_\_For Portable \$\_\_\_\_\_For Mobile

4) Do you offer local on site technical support in this proposal?

YES NO (Circle one)

5) Is manufacturer level repair included in your proposal?

YES NO (Circle one)

## PROGRAMMING COMPUTER SPECIFICATIONS

Provide the specifications for the computer used to run the programming application software. Any additional information such as a requirement for a “system key file” or other programming authorization device shall be included here.

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## PROGRAMMING TOOLS

It is anticipated that the City may already have some of the programming hardware, authorization files and cables required to program the radios. In order to provide an accurate picture of the total cost, we desire proposers to include an itemized list of all required programming interfaces, cables and software applications with prices. Include any additional required items not currently identified in the table.

ITEM	PART NUMBER	DESCRIPTION	COST
Radio Interface Box (RIB)			
RIB to Computer Cable			
RIB to Portable Cable			
RIB to Mobile Cable			
Programming Software			
Authorization File*			

\* Please note that current system ID will change when conversion to SmartZone is implemented. System programming authorization files shall be provided for both System IDs.

### PROPOSAL PRICE DETAIL FULL FEATURE PORTABLE

800 MHz Smartnet II 3 Watt portable radio complete with antenna, battery, belt clip and 115VAC charger.

Brand \_\_\_\_\_ Model Series \_\_\_\_\_

\$\_\_\_\_\_ Shipping \$\_\_\_\_\_

Maintenance (Monthly) \$\_\_\_\_\_

Optional Extended Warranty \$\_\_\_\_\_ Duration (Years) \_\_\_\_\_

Exceptions to Specs/Features Y N (provide detail below)

### TOTAL COST OF OWNERSHIP

Calculate the cost of the radio each year including replacement of the antenna in years 2, 4, 6 and 7; battery replacement in years 2, 3, 5, 6 and 7; belt clip replacement in years 2, 3, 4, 6 and 7. Include the maintenance agreement cost and the cost for programming software upgrades.

YEAR 1	AMOUNT
Radio Package	\$
Extended Warranty	\$
Maintenance	\$
Software Upgrades	\$
Year 1 Total	\$

YEAR 2	AMOUNT
Antenna	\$
Battery	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 2 Total	\$

YEAR 3	AMOUNT
Battery	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 3 Total	\$

YEAR 4	AMOUNT
Antenna	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 4 Total	\$

YEAR 5	AMOUNT
Battery	\$
Maintenance	\$
Software Upgrades	\$
Year 5 Total	\$

YEAR 6	AMOUNT
Antenna	\$
Battery	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 6 Total	\$

## PROPOSAL PRICE DETAIL FULL FEATURE PORTABLE

YEAR 7	AMOUNT
Antenna	\$
Battery	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 7 Total	\$

### Summary Chart

Year	Amount
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
<b>GRAND TOTAL COST of OWNERSHIP</b>	
<b>FULL FEATURE PORTABLE</b>	

Provide detail of any exceptions to the Specifications and/or Features. Other data that you feel is pertinent may be provided here. Use additional pages if necessary.

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**PROPOSAL PRICE DETAIL**  
**FULL FEATURE PORTABLE**

**ACCESSORIES**

Antenna	\$ _____	Shipping	\$ _____	P/N	_____
Battery	\$ _____	Shipping	\$ _____	P/N	_____
Belt Clip	\$ _____	Shipping	\$ _____	P/N	_____
Carry Case (Swivel)	\$ _____	Shipping	\$ _____	P/N	_____
Belt loop (for case)	\$ _____	Shipping	\$ _____	P/N	_____
Charger	\$ _____	Shipping	\$ _____	P/N	_____
Speaker/Microphone	\$ _____	Shipping	\$ _____	P/N	_____
Programming Hardware	\$ _____	Shipping	\$ _____	P/N	_____
Programming Software	\$ _____	Shipping	\$ _____	P/N	_____
	\$ _____	Shipping	\$ _____	P/N	_____
	\$ _____	Shipping	\$ _____	P/N	_____
	\$ _____	Shipping	\$ _____	P/N	_____
	\$ _____	Shipping	\$ _____	P/N	_____

**DELIVERY AND AVAILABILITY**

Delivery of the radio can be made within \_\_\_\_\_ days after receipt of order.

Parts/accessories require \_\_\_\_\_ days ARO.

**PROPOSAL PRICE DETAIL**  
**LIMITED FEATURE PORTABLE**

800 MHz Smartnet II 3 Watt portable radio complete with antenna, battery, belt clip and 115VAC charger. No Keypad model. High resistance to contaminant intrusion desired.

Brand \_\_\_\_\_ Model Series \_\_\_\_\_

\$\_\_\_\_\_ Shipping \$\_\_\_\_\_

Maintenance (Monthly) \$\_\_\_\_\_

Optional Extended Warranty \$\_\_\_\_\_ Duration (Years) \_\_\_\_\_

Exceptions to Specs/Features Y N (provide detail below)

**TOTAL COST OF OWNERSHIP**

Calculate the cost of the radio each year including replacement of the antenna in years 2, 4, 6 and 7; battery replacement in years 2, 3, 5, 6 and 7; belt clip replacement in years 2, 3, 4, 6 and 7. Include the maintenance agreement cost and the cost for programming software upgrades.

YEAR 1	AMOUNT
Radio Package	\$
Extended Warranty	\$
Maintenance	\$
Software Upgrades	\$
Year 1 Total	\$

YEAR 2	AMOUNT
Antenna	\$
Battery	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 2 Total	\$

YEAR 3	AMOUNT
Battery	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 3 Total	\$

YEAR 4	AMOUNT
Antenna	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 4 Total	\$

YEAR 5	AMOUNT
Battery	\$
Maintenance	\$
Software Upgrades	\$
Year 5 Total	\$

YEAR 6	AMOUNT
Antenna	\$
Battery	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 6 Total	\$



**PROPOSAL PRICE DETAIL  
LIMITED FEATURE PORTABLE**

YEAR 7	AMOUNT
Antenna	\$
Battery	\$
Belt Clip	\$
Maintenance	\$
Software Upgrades	\$
Year 7 Total	\$

Summary Chart

Year	Amount
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$

<b>GRAND TOTAL COST of OWNERSHIP</b>	\$
<b>LIMITED FEATURE PORTABLE</b>	

Provide detail of any exceptions to the Specifications and/or Features. Other data that you feel is pertinent may be provided here. Use additional pages if necessary.

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**PROPOSAL PRICE DETAIL**  
**LIMITED FEATURE PORTABLE**

**ACESSORIES**

Antenna	\$ _____	Shipping	\$ _____	P/N	_____
Battery	\$ _____	Shipping	\$ _____	P/N	_____
Belt Clip	\$ _____	Shipping	\$ _____	P/N	_____
Carry Case (Swivel)	\$ _____	Shipping	\$ _____	P/N	_____
Belt loop (for case)	\$ _____	Shipping	\$ _____	P/N	_____
Charger	\$ _____	Shipping	\$ _____	P/N	_____
Speaker/Microphone	\$ _____	Shipping	\$ _____	P/N	_____
Programming Hardware	\$ _____	Shipping	\$ _____	P/N	_____
Programming Software	\$ _____	Shipping	\$ _____	P/N	_____
_____	\$ _____	Shipping	\$ _____	P/N	_____
_____	\$ _____	Shipping	\$ _____	P/N	_____
_____	\$ _____	Shipping	\$ _____	P/N	_____
_____	\$ _____	Shipping	\$ _____	P/N	_____

**DELIVERY AND AVAILABILITY**

Delivery of the radio can be made within \_\_\_\_\_ days after receipt of order.

Parts/accessories require \_\_\_\_\_ days ARO.

## PROPOSAL PRICE DETAIL

### MOBILE

800 MHz Smartnet II 15 Watt dash mount mobile radio complete with ¼ wave NMO style antenna with mount, cable and connector, microphone, mounting brackets and hardware, power cable and microphone hang-up clip.

Brand \_\_\_\_\_ Model Series \_\_\_\_\_

\$\_\_\_\_\_ Shipping \$\_\_\_\_\_

Maintenance (Monthly) \$\_\_\_\_\_

Optional Extended Warranty \$\_\_\_\_\_ Duration (Years) \_\_\_\_\_

Exceptions to Specs/Features Y N (provide detail below)

### TOTAL COST OF OWNERSHIP

Calculate the cost of the radio each year including replacement of the wiring harness in years 4, 7 and 10; replacement of the microphone in years 2, 4, 6 and 8 and replacement of the mounting bracket in year 7 and 10. Include the maintenance agreement cost and the cost for programming software upgrades.

YEAR 1	AMOUNT
Radio Package	\$
Extended Warranty	\$
Maintenance	\$
Software Upgrades	\$
Year 1 Total	\$

YEAR 2	AMOUNT
Microphone	\$
Maintenance	\$
Software Upgrades	\$
Year 2 Total	\$

YEAR 3	AMOUNT
Maintenance	\$
Software Upgrades	\$
Year 3 Total	\$

YEAR 4	AMOUNT
Wiring Harness	\$
Microphone	\$
Maintenance	\$
Software Upgrades	\$
Year 4 Total	\$

YEAR 5	AMOUNT
Maintenance	\$
Software Upgrades	\$
Year 5 Total	\$

YEAR 6	AMOUNT
Microphone	\$
Maintenance	\$
Software Upgrades	\$
Year 6 Total	\$

## PROPOSAL PRICE DETAIL

### MOBILE

YEAR 7	AMOUNT
Wiring Harness	\$
Mounting Bracket	\$
Maintenance	\$
Software Upgrades	\$
Year 7 Total	\$

YEAR 8	AMOUNT
Microphone	\$
Maintenance	\$
Software Upgrades	\$
Year 8 Total	\$

YEAR 9	AMOUNT
Maintenance	\$
Software Upgrades	\$
Year 9 Total	\$

YEAR 10	AMOUNT
Wiring Harness	\$
Mounting Bracket	\$
Maintenance	\$
Software Upgrades	\$
Year 10 Total	\$

#### Summary Chart

Year	Amount
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$
10	\$

<b>GRAND TOTAL COST of OWNERSHIP</b>	<b>\$</b>
<b>MOBILE</b>	

Provide detail of any exceptions to the Specifications and/or Features. Other data that you feel is pertinent may be provided here. Use additional pages if necessary.

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## PROPOSAL PRICE DETAIL

### MOBILE

#### ACCESSORIES

Antenna ¾" NMO ¼ wave	\$ _____	Shipping	\$ _____	P/N	_____
Mounting Bracket	\$ _____	Shipping	\$ _____	P/N	_____
Mounting Hardware	\$ _____	Shipping	\$ _____	P/N	_____
Ext. Speaker	\$ _____	Shipping	\$ _____	P/N	_____
Power Cable	\$ _____	Shipping	\$ _____	P/N	_____
Microphone	\$ _____	Shipping	\$ _____	P/N	_____
Programming Hardware	\$ _____	Shipping	\$ _____	P/N	_____
Programming Software	\$ _____	Shipping	\$ _____	P/N	_____
	\$ _____	Shipping	\$ _____	P/N	_____
	\$ _____	Shipping	\$ _____	P/N	_____
	\$ _____	Shipping	\$ _____	P/N	_____
	\$ _____	Shipping	\$ _____	P/N	_____

#### DELIVERY AND AVAILABILITY

Delivery of the radio can be made within \_\_\_\_\_ days after receipt of order.

Parts/accessories require \_\_\_\_\_ days ARO.